

FILED
Clerk
District Court

SEP 29 2006

For the Northern Mariana Islands
By _____
(Deputy Clerk)

**IN THE UNITED STATES DISTRICT COURT
FOR THE
NORTHERN MARIANA ISLANDS**

**ABELLANOSA, JOANNA,
et al.,**

Civil Action No. 05-0010

Plaintiffs,

v.

**L&T INTERNATIONAL
CORPORATION,**

Defendant.

**DECLARATION IN SUPPORT OF
PLAINTIFFS' OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I, CORAZON DOMINE, hereby declare as follows:

1. I am over the age of eighteen years old, have personal knowledge of the facts set forth herein, am competent to testify as to these facts if called as a witness in a court of law, and if called would testify as stated herein.
2. I am a citizen of the Republic of the Philippines. I was hired by L&T International Corporation as a nonresident contract worker, to work in the position of Hand Packer in 2004.
3. On or about February, 2004, I went to L&T to apply for an advertised job vacancy for hand packers. After filling-up and turning in the application form, I was told that L&T will call me for further information.
4. After several days, an L&T personnel called me up for interview. When I reported to L&T, a certain Amy Tse conducted the interview.

**I.
MEDICAL FEES**
(Physical Examination Fee
and Health Certificate Fee)

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ORIGINAL

1
2 5. After I passed the interview, Baby Lopez asked me to complete the
3 Consensual Transfer documents and have my employer complete and sign them,
4 which I did. I gave the completed consensual transfer documents to Baby Lopez
5 at the HR office. Baby Lopez then asked for and I gave her my health certificate
6 which she noted had not yet expired. She told me that L&T would use my health
7 certificate from my then employer.
8

9
10 II.
CONTRACT SIGNING

11 6. My first non-resident contract was in 1990. Basically, annually since then,
12 each year, my employers used and had me sign a standard form labor contract
13 provided by DOL. I became familiar with the basic terms of the DOL standard
14 form contract. A copy of such standard form contract is attached as Exhibit "2"
15 to Plaintiffs' Verified/Amended Opposition.

16 7. In 2004, when L&T HR staff Baby Lopez handed me their contract form,
17 with only the signature page showing, and insisting that I sign, I had no reason
18 to believe it was not the standard DOL form contract. Prior to signing this L&T
19 contract form and at the time it was presented to me in the HR for signing, I was
20 not given an opportunity to read the contract before signing it. When it was
21 presented to me in the HR office, Baby Lopez just pushed the document through
22 the counter-window with the pages turned back, showing only the signature page,
23 and pointed to where I was to sign it, and said sign, which I did without reading
24 it. There were many other applicants present and waiting in line. The HR staff
25 was rushing me and other applicants by insisting that I and the other applicants

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1 I saw present, hurry up and quickly sign, without delaying the document
2 processing. From the mood and way the HR staff was acting, I was made fearful
3 that if I didn't just sign the signature page as instructed, I would lose the job
4 opportunity especially since none of the other applicants I saw there held up the
5 line by or took time to read the contract document. I observed the HR staff
6 acting the same way with other workers who signed before and after my turn.
7 Neither Baby Lopez, nor any one else, ever showed me my contract document
8 until the time and date they asked me (us) to sign at HR. I was never given a copy
9 of the L&T contract document I signed before my termination on or about May
10 13, 2004. After my termination, I was surprised when I later learned of some of
11 the things and terms in L&T's self-styled contract. Had I known that some of the
12 things and terms in L&T's self-styled contract are different from those contained
13 in DOL standard form contract, I would not have agreed to it.
14

15 III.
16 PERFORMANCE EVALUATION

17 8. There was no individualized measurement or testing to determine my or each
18 Packer's individual performance or production. The only production
19 measurement or test was done by counting the output (production) from each of
20 the different lines of Packers. There was really no way for me as an individual
21 packer to control or show an increase in the number of products because I was
22 just one individual on the line with many others. In the packing section our work
23 was performed by groups of workers on so-called lines. The packages or items
24 we were assigned to work on often varied from day to day. Our Head Supervisor
25 in the packing section was Li, Zhi Min, who is a Chinese. When I and other

1 Filipino workers tried to ask her questions regarding our work she could not
2 answer nor explain because she does not speak english fluently. (*See* Defendant's
3 Response to Plaintiffs' First Set of Request for Interrogatories No. 49a).

4
5 IV.
6 TERMINATION

7 9. I was employed and worked for L&T International Corporation as a hand
8 packer, from on or about February, 2004 to May 13, 2004, when I and other
9 workers in the hand packing section were summoned by the calling of our
10 individual names over the public address system, to report to the human resources
11 (HR) office. I believe and understand we were called in two batches, one about
12 3:00 p.m., and one about 5:00 p.m. (*See* Deposition of Jack Torres, page 97, lines
13 14-17).

14 10. I did not know why we were being called to come to HR. I thought that we
15 were being called regarding receipt of our anticipated ATM Cards that L&T had
16 previously given us and had us fill out an application for, as they told me and other
17 workers present, to make it easier and more convenient for (us) workers to access
18 and get our anticipated bi-weekly wage payments without having to stand in line
19 waiting for and trying to cash payroll checks. I was made more assured of my
20 continued employment and anticipated pay check by L&T having asked me and
21 other workers to set up these ATM accounts to facilitate our anticipated payroll
22 check payments.

23 11. As we arrived at the designated meeting room, I observed other workers, and
24 Corazon Quing, Malou Ernest and Rhodora Bernabe, known to us as HR staff,
25 were present at the May 13, 2004 meeting.

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1 12. I did not see or hear Corazon Quing read or reading from any document or the
2 so-called "communication plan" as described and stated in Exhibit "A" attached to
3 the Declaration of Corazon Quing.

4 13. More specifically, I (we) were not told as stated by Corazon Quing that we the
5 workers, had the right to appeal our termination to the "Legal Department" of L&T
6 or to any one else.

7 14. Neither Malou Ernest, Corazon Quing nor any one else at the May 13, 2004
8 meeting, informed us, that the purpose of the so-called second check was "to cover
9 for 10 days pay in lieu of notice," as stated in paragraph 7, Declaration of Corazon
10 Quing. Additionally, L&T's own RIF policy required, as proposed RIF workers,
11 that I (we) "shall be given written notice of separation at least 15 days prior to the
12 effective date of separation, or severance pay in lieu of notice." (*See* Ex. "D," Jack
13 Torres' Deposition, and page 88, lines 6-8 and lines 20-24).

14 15. It was my honest belief that I and my co-workers were terminated on May 13,
15 2004 and that the termination was effective immediately on and from May 13, 2004,
16 because I (we) were told by HR staff at the May 13, 2004 meeting that today (May
17 13, 2004) was our last day of employment and they demanded that we give up and
18 turn in our company ID cards which were required and needed for company
19 employees to freely enter company premises; and more importantly, our I.D.s were
20 swipe-cards for the time-clocks so we could not clock in or out without them, in
21 addition to being required to "turn over any and all company properties in your
22 possession... on or before May 13, 2004" as stated in the Notice of Termination. *See*
23 Ex. "D," Defendant's Memorandum.

24 16. As a result I believed and felt that I was terminated and forced to stop working
25 on May 13, 2004, the same date that the Notice of Termination (dated May 12, 2004)

1 was given to me. Hence, I was not given the required prior notice of termination
2 and/or of the RIF.

3 17. I and the other plaintiffs worked a set work schedule and shift, and worked
4 Monday through Saturday, seven (7) hours a day, six (6) days a week, for a total of
5 forty-two (42) hours each work week, which included two (2) hour overtime each
6 work week while employed at L&T.

7 18. At the time of my termination, no one from L & T offered to assist me in
8 finding other employment or told me that they would or could assist me in getting
9 work with affiliate companies of L&T.

10
11 V.
12 EMOTIONAL DISTRESS

13 19. On the day I was terminated from employment by L&T as a result of alleged
14 reduction in force (RIF), I felt as if the whole world had caved in on me. I was
15 shocked, in a stupor, mortified and dumbfounded. The termination left me
16 physically and emotionally drained from the severe emotional distress caused
17 thereby. I was totally confused and I lost my appetite. .

18 20. I experienced headache and sleeplessness specially when I thought of my
19 children who are of school age. It always gives me headache to look back at what
20 happened to me at L&T

21 21. I became very emotionally upset and disturbed as a result of the termination of
22 my employment at L&T. The way L&T broke the news of termination to us, not
23 individually or privately, but *en masse* in front of all the other employees, resulted in
24 wailing, crying and shouting and pandemonium among the workers present; I and
25

1 the other workers present were crying and hugging each other and trying to console
2 one another.

3 25. I noticed and felt that I am not the same person before and after the loss of
4 my job at L&T.

5 I declare under penalty of perjury that the foregoing is true and correct and
6 that this declaration was executed this 28th day of September, 2006.

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8 /s/ *Corazon Domine*
9 Corazon Domine
10 Declarant
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